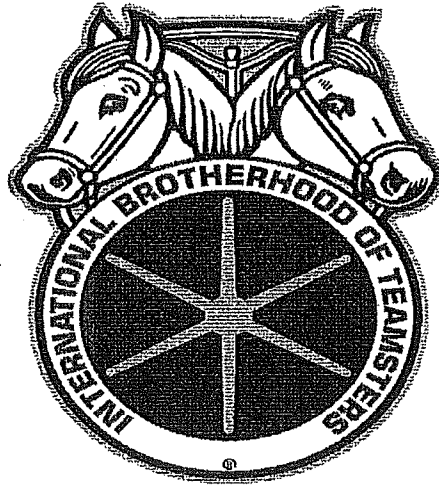


**MASSACHUSETTS**

**HEAVY**

**CONSTRUCTION**

**AGREEMENT**



**2013-2017**

**International Brotherhood of Teamsters**

## **PREAMBLE**

This Agreement is entered into to facilitate the adjustment of grievances and disputes between Employers and employees, to provide for the continuous employment of labor and to bring about stable conditions in the industry and to establish necessary procedures for the amicable adjustment of disputes, including wages, hours and working conditions, which may arise between the Employer and the employees.

This Agreement shall be binding upon the parties hereto, their successors, administrators, heirs, executors, assigns and legal representatives, until terminated or amended as hereinafter provided. It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to a third party to evade this Agreement.

Notice in writing shall be given to the Local Union of any sale or transfer of the Employer's operations.

For the purpose of preserving the level of benefits set forth in this Agreement, the Employer agrees to refrain from using the services of any person who does not observe at least the level of wages, hours and conditions of employment. It is understood by this section that the parties hereto shall not use any leasing or subcontracting device to a third party to evade this Agreement.

## **ARTICLE 1**

### **Territorial Jurisdiction**

This Agreement shall apply to and be effective within the Commonwealth of Massachusetts.

## ARTICLE 2

### Scope of Agreement

**Item 1:** This Agreement shall apply to all highway and heavy construction performed by the Employer. For the purpose of this Agreement, "Heavy and Highway Construction" shall include, but is not limited to the construction of roads, street, alley, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, athletic fields, highway bridges, railroad bridges, railroad and street railway construction projects, sewers, viaducts, shafts, tunnels, subways, track elevations, elevation highways, drainage projects, reclamation projects, water supply projects, water power projects, water power developments, marine work, transmission lines, duct lines, docks, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, harbors, industrial sites and all earth moving, operation of trucks of all descriptions, including but not limited to snow plows, dump trucks, low-boy trailers, winch trucks, A-frames, distributor trucks, tank trucks used for transporting any type of fuel, water or cement, agitator or mixer trucks, portable truck or trailer, cement hoppers, euclides, dumpsters, turnarockers, and ross carriers.

Where an Employer's explosive truck is being used to transport explosives from a job-site magazine to the blasting area, a Teamster will be assigned. Forklift truck, when used in job site storage areas, Teamsters will be assigned. If a ready-mix plant is set up on a job site in any Local Union's area and the Local Union so requests, the Employer will sign a separate agreement with respect to drivers only.

**Item 2.** This Agreement shall also apply to all work in connection with or in the area of building construction whether or not the Employer is performing the building work itself.

**Item 3.** The terms of the Agreement shall apply to the transportation of all building and excavating materials and equipment including but not limited to, stone, salt, loam, lumber, doors, windows, structural steel, bricks, cement blocks, sand, materials removed from roads, solid asphalt materials, shovels, cranes, bulldozers, compressors and hoisting engines, fuel, water, plowing and removal of snow when done with equipment covered by this Agreement and any marine work when done by present and future Employers signatory to this Agreement.

This contract shall also cover warehousing when done by the Employers signatory to this contract. On job sites, this is to be discussed with regard to employees needed at the pre job conference. This Agreement shall also cover the hauling from plants to jobs of signators to this contract and future signators to this contract.

**Item 4.** Pick-up trucks, station wagons and panel trucks shall be operated by Teamsters when being used to haul materials, equipment and parts to, from or on a job site or job sites. Excluded from these categories shall be pick-up trucks, station wagons and panel trucks operated by supervisory personnel, maintenance mechanics and pick-up trucks, station wagons and panel trucks used occasionally for errands and emergencies. The collective use of pickup trucks, station wagons and panel trucks as a substitute for a flat rack or service truck that would be used for hauling materials, equipment and parts shall be a violation of this Agreement. The within exception shall not be used to circumvent the intent of this provision.

**Item 5.** In the event that there shall be any dispute concerning jurisdiction regarding the assignment of work between the Union and any other Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, the same shall be submitted for determination to the Construction Division of the Joint Council of the International.

**Item 6.** The hauling of any construction materials to a job-site or job-sites by a signatory to this Agreement shall be performed by employees covered by this Agreement.

**Item 7.** Teamsters, when assigned to the truck involved, will when requested by the Employer, either load or unload or assist in the loading or unloading of that truck and when requested by the Employer will perform work as assigned.

## **ARTICLE 10**

### **Wages**

A. The straight time wages for employees covered by this Agreement shall be those set forth in Schedule A attached hereto.

B. The said wages shall be effective as of June 1, 2013.

## ARTICLE 20

### Health and Welfare

(a) Commencing with the 1<sup>st</sup> day of June, 2013, and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters' Local Union No. 25 Health Services and Insurance Plan for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union from the first hour of employment subject to this collective bargaining agreement as follows:

(b) Commencing with the 1<sup>st</sup> day of August, 2013, the Employer shall contribute to the respective Health Services and Insurance Plan the sum of nine dollars and fifty seven cents (\$9.57) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of 2,080 hours in any calendar year.

Commencing with the 1<sup>st</sup> day of August, 2014, the Employer shall contribute the sum of ten dollars and seven cents (\$10.07) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of 2080 hours in any calendar year.

Commencing with the 1<sup>st</sup> day of August, 2015, the Employer shall contribute the sum of ten dollars and fifty seven cents (\$10.57) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of 2080 hours in any calendar year.

Commencing with the 1<sup>st</sup> day of August, 2016, the Employer shall contribute the sum of eleven dollars and seven cents (\$11.07) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of 2080 hours in any calendar year.

For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution of thirty-two (32) hours for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than six (6) months.

Hourly contributions to the Health Services and Insurance Plan must be made for each hour worked on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for these weeks into some other Health Services and Insurance Plan.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services and Insurance Plan.

If an Employer fails to make contributions to the Health Services and Insurance Plan within 72 hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due, together with attorneys' fees and such penalties which may be assessed by the Trustees.

The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or Arbitration provided under this Agreement.

(c) The Employer and Union which are signators hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

1. Fringe contributions will be paid on up to (4) four weeks for regular employees who are absent from work on a project due to an illness which qualifies as a Short Term Disability under applicable disability statutes. Such contributions will be made on only those days on which the employee would ordinarily have worked but for the employee's illness.

2. Fringe contributions will be paid for work related injuries in the case of a regular employee who sustains work related injury during the project, if such employee petitions for and receives workers compensation for such injury.

3. In both 1 and 2 above, contributions will be paid up to a maximum of 32 hours per week and in no event shall contributions be paid beyond the date of the project which the illness or injury occurred concludes.

## ARTICLE 21

### Pension Fund

This Pension Article shall supersede and prevail over any other inconsistent provisions or article contained within this Agreement.

Commencing with the first day of June, 2013, and for the duration of the current collective bargaining agreement between the Local Union and the Employer and any renewals or extension thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of eight dollars (\$8.00) to the New England Teamsters and Trucking Industry Pension Fund, and overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1<sup>st</sup> to December 31<sup>st</sup>.

Commencing with the first day of December 2013, the said hourly contribution rate shall be eight dollars and eighty cents (\$8.80).

Commencing with the first day of December, 2014, the said hourly contribution rate shall be nine dollars and thirty three cents (\$9.33).

Commencing with the first day of December, 2015, the said hourly contribution rate shall be ten dollars and eight cents (\$10.08).

Commencing with the first day of December, 2016, the said hourly contribution rate shall be ten dollars and eighty nine cents (\$10.89).

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.



The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Pension Plan adopted by the Trustees of New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such manner as the trustees shall reasonably require, and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope of and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Article of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20<sup>th</sup>) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer having been notified that its contributions to the Fund have been under reported and/or underpaid fails within twenty (20) days after such notification to make any required self audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with the attorney's fees, and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as maybe established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this Article regarding Pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this Article or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

## ARTICLE 24

### Termination

The terms of this Agreement shall continue in force until May 31, 2017 except as hereinafter provided, and shall then renew itself from year to year unless either party at least sixty (60) days prior to the expiration of this Agreement sends a notice of a desire to amend this Agreement. The Agreement expresses the complete understanding of the parties on the subject of working conditions, hours and labor and all other conditions of employment, including wages. It is further agreed that neither the Union nor the Employer will present any demands or claims not included herein during the life of this Agreement except as hereinabove stated.

No strike or lockout shall be declared pending the sixty (60) days' notice above provided for.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives and have affixed hereto the seals of their respective organizations, the day and year first written above.

#### FOR THE UNION:

Thomas G. Mari, Local 25  
Mike Clark, Local 653  
George Belanger, Local 59  
Joseph Boyajian, Local 251  
Jim Fiori, Local 170  
Frank A. Rossi, Local 404  
Bruce Bolduc, Local 42

#### UNION NEGOTIATING COMMITTEE

#### FOR THE ASSOCIATION:

Peter Bennett, Counsel  
EMPLOYER'S NEGOTIATION COMMITTEE

FOR THE ASSOCIATION OR EMPLOYER:

COMPANY NAME

BY:

TITLE: Chief Negotiator, Labor Relations Division

DATE: 8-19-13

FOR THE UNION:

LOCAL 25

BY:

TITLE: VP/BA

DATE: 8/19/13

# **WAGES** **SCHEDULE A**

Zone A = Geographic Area of Local 25

Zone B = Geographic Area of Locals 42, 49, 59, 170, 251, 404 and 653

	6/1/13	6/1/14	6/1/15	6/1/16
Station Wagons, Panel Trucks, Trucks & Pickup Trucks				
Zone A	31.88	32.23	32.58	33.08
Zone B	30.78	31.13	31.48	31.98
Two-Axle Equipment: Helpers on Low Bed when assigned at the direction of the Employer, Warehousemen, Forklift Operators and Sweepers				
Zone A	32.05	32.40	32.75	33.25
Zone B	30.95	31.30	31.65	32.15
Three-Axle Equipment and Tiremen				
Zone A	32.12	32.47	32.82	33.32
Zone B	31.02	31.37	31.72	32.22
Four & Five-Axle Equipment				
Zone A	32.24	32.59	32.94	33.44
Zone B	31.14	31.49	31.84	32.34
Specialized Earth-Moving Equipment under 35 tons other than conventional type trucks: Low Beds, Vac-Haul, Paving Restoration Equipment; Mechanics				
Zone A	32.34	32.69	33.04	33.54
Zone B	31.24	31.59	31.94	32.44
Specialized Earth-Moving Equipment 35 tons or over, and articulating end dumps				
Zone A	32.63	32.98	33.33	33.83
Zone B	31.53	31.88	32.23	32.73
Trailers for Earth Moving Equipment				
Zone A	32.92	33.27	33.62	34.12
Zone B	31.82	32.17	32.52	33.02

Power truck \$0.25 differential  
by axle

Tunnel Work (underground only)  
\$0.40 differential by axle

Hazardous Materials (In Hot Zone only)  
\$2.00 premium

Health & Welfare (all Locals) (Except Local 25)	8/1/13 \$9.57	8/1/14 \$10.07	8/1/15 \$10.57	8/1/16 \$11.07
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Local 25 Health & Welfare Rates	8/1/13 \$9.4125	8/1/14 \$9.9125	8/1/15 \$10.4125	8/1/16 \$10.9125
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Pension Fund (all Locals)	12/1/13 \$8.80	12/1/14 \$9.33	12/1/15 \$10.08	12/1/16 \$10.89
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